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Issued: 6/20/00

Effective Date:

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Ralph Monroe President

B. RULES AND REGULATIONS

1. UNDERTAKING OF THE CARRIER

- .01 Operator services and Long Distance services are the provision of COMPANY's service for communications between specific locations as established in this tariff. COMPANY will provide these services alone, or in conjunction with services of other participating, concurring, or connecting carriers.
- .02 Operator services and Long Distance services consist of the furnishing of facilities or services to customers and end users for the transmission of communications within the state.
- .03 COMPANY, when acting at the customer's request as his/her authorized agent, will make reasonable efforts to arrange for service requirements, which may include terminal equipment and circuit conditioning.
- .04 The service provided by COMPANY enable hotels, motels, hospitals, pay telephone owners, public pay telephones, businesses, residential, colleges, universities and government establishments (customers) to offer operator assisted services and long distance services to patrons, employees, guest and themselves. Payment of usage charges and surcharges are the responsibility of the end user or called party.

2. LIMITATIONS

.01 Service is offered subject to the availability of facilities and in conjunction with this tariff.

Issued: 6/20/00

Effective Date:

ISSUED BY:

B. RULES AND REGULATIONS (Continued)

2. LIMITATIONS (Continued)

- .02 COMPANY reserves the right to discontinue any service when necessitated by conditions beyond NNC control or when the customer is using the service in violation of the provisions of this tariff or law.
- .03 Service may be discontinued by COMPANY, without notice to the customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when COMPANY deems it necessary to take such action to prevent unlawful use of NNC service.
- .04 COMPANY reserves the right to refuse service to customers and/or end users due to insufficient billing information, invalid telephone numbers, invalid credit card/calling card numbers, refusal of called party to accept billing, and/or any other commonly used business practice (i.e. credit reports, etc).

3. TERMS AND CONDITIONS

- .01 Service is provided and billed on the basis of a minimum period of one month, beginning on the date billing becomes effective, and continues to be provided until canceled by the customer upon 30 days' written notice.
- .02 Service is offered on a monthly basis, twenty-four (24) hours per day.
- .03 For the purpose of computing charges in this tariff, a month is considered to have 30 days.

Issued: 5/2/93

Effective Date:

ISSUED BY:

Ralph Monroe President

B. RULES AND REGULATIONS (Continued)

- 3. TERMS AND CONDITIONS (Continued)
 - .04 The name(s) of the customer(s) desiring to subscribe to the service must be stipulated in the application for service and are subject to the same terms and conditions that are currently in effect for other services offered by COMPANY.

4. LIABILITY

- .01 The liability of COMPANY for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service to a customer, will in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission occurs. COMPANY will incur no liability for such damages caused by the customer's own negligence. Nor will COMPANY be liable for any such damages arising from or caused by misinformation supplied to COMPANY by the customer or the end user.
- .02 COMPANY will be indemnified and held harmless by the customer against:
 - .021 claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over COMPANY channels; and
 - .022 patent infringement claims arising from combining or connecting COMPANY furnished channels with apparatus and systems of the customer; and

Issued: 6/20/00

Effective Date:

ISSUED BY:

4. LIABILITY (Continued)

- .023 all other claims arising out of any act or omission of the customer in connection with any service provided by COMPANY.
- .03 COMPANY is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- COMPANY does not guarantee or make any warranty with .04 respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous, otherwise unsuitable for such equipment. The customer indemnifies and holds COMPANY harmless from any and all loss, claims, demands, suNNC or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to or death of any person, or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- .05 The customer indemnifies and holds COMPANY harmless from any and all loss, claims, demands, suNNC, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by installation, operation, failure to operate, maintenance, removal, presence, condition,

Issued: 6/20/00

Effective Date:

ISSUED BY:

B. RULES AND REGULATIONS (Continued)

4. LIABILITY (Continued)

- .05 (Continued) location, or use of such equipment where such installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of COMPANY's negligence.
- company is not liable for any defacement of, or damage to, the premises of a customer resulting from the furnishing of service or the attachment of instruments, apparatus, and associated wiring furnished by COMPANY on such customer's premises or by the installation or removal thereof, when such defacement of damage is not the result of COMPANY negligence. No agents or employees or other participating carriers will be deemed to be agents or employees of COMPANY without written authorization.
- .07 The customer is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment or communications systems with COMPANY facilities or services. The customer may secure all licenses, permNNC, rights-of-way, and other arrangements necessary for such interconnection.
- is properly interfaced with COMPANY facilities or services, that the signals emitted into COMPANY network are of the proper mode, bandwidth, power, and signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other customers.

Issued: 6/20/00

Effective Date:

ISSUED BY:

B. RULES AND REGULATIONS (Continued)

4. LIABILITY (Continued)

(Continued) If the Federal Communications Commission or .08 some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, COMPANY may permit such equipment to connected with NNC channels without the use of protective interface devices. If the customer fails to maintain and operate the equipment and/or system properly, with resulting imminent harm to COMPANY equipment, personnel, or the quality of service to other customer's, COMPANY may require the use of protective equipment at the If this fails to produce customer's expense. satisfactory quality and safety, COMPANY may terminate the customer's service.

Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe President

B. RULES AND REGULATIONS (Continued)

5. CANCELLATION OF SERVICE BY A CUSTOMER

If a customer cancels an order for service before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer and COMPANY, a charge will be assessed to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by COMPANY and not fully reimbursed by installation and/or monthly charges. based on an order by a customer, any construction has either begun or has been completed, but no services provided by the COMPANY, the non-recoverable cost of such construction will be charged to the customer. cancellation charge will be incurred by the customer when an order for installation is delayed for more than 30 days beyond the due date, and such delay is not requested or caused by the customer.

6. USE OF SERVICE

- .01 The service offered herein may not be used for the unauthorized provision of Message Telecommunications Service, Operator Service, Long Distance Service, or Wide Area Telecommunications Service equivalents as defined by the appropriate governing body. Services rendered by COMPANY may be used for one or more of the following:
 - .011 the transmission of communications by the customer.
 - .012 The transmission of communications to or from an authorized user, joint user, or end user as defined herein.

Issued: 6/20/00

Effective Date:

ISSUED BY:

B. RULES AND REGULATION (Continued)

- USE OF SERVICE (Continued)
 - .013 the transmission of communications to or from a customer to another common carrier, which has subscribed to COMPANY's operator service.
 - .02 Service provided by COMPANY may be arranged and/or extended for joint use or authorized use. The joint user or authorized user will be permitted to use such services in the same manner as the customer, but subject to the following:
 - joint user or authorized user must be .021 The The designated designated as the customer. does not necessarily have customer to have communications requirements of his/her own. customer must specifically name all joint users or authorized users in the application for service orders which involve the start, rearrangement, or discontinuance of joint users or authorized users and will be accepted by COMPANY only from that customer. Joint users and authorized users will be subject to all regulations of this tariff.
 - .022 All charges for the service will be computed as if the service were to be billed to one customer. The joint user or authorized user that has been designated as the customer will be billed for all payments to the company. In the event that the designated customer fails to pay the company, each joint user or authorized user will be liable to the company for all charges incurred as a result of NNC use of COMPANY'S service.

Issued: 6/20/00

Effective Date:

ISSUED BY:

B. RULES AND REGULATIONS (Continued)

6. USE OF SERVICE (Continued)

.022 (Continued) Each joint or authorized user must submit a letter accepting contingent liability for NNC portion of all charges billed by the company to designated customer. This letter must also specify that the joint or authorized user understands that the company will receive a copy of the guaranty from the designated customer. The customer will be responsible for allocating charges to each joint user or authorized user.

.03 Services provided by COMPANY may be supplied for use to hotel/motel guests, pay phone users, patrons of businesses, residential, colleges/universities and retail service, in such instances, may be the ultimate responsibility of the end user or called party. Payment arrangements are mutually agreed upon by COMPANY and the end user prior to the completion of the telephone call by establishing the call type. Payment options are set forth in Section B.7 of this tariff.

- .04 Service furnished by COMPANY will not be used:
 - .041 for any unlawful purpose.

7. PAYMENT ARRANGEMENTS

.01 The customer or end user is responsible for payment of all charges for services rendered by COMPANY. Charges for installation, physical or administrative changes, expedites, or cancellation of orders are payable upon completion. If, because of any such activity, a non-COMPANY carrier or supplier levies additional charges, these charges will be passed on to the customer. Recurring charges are billed monthly.

Issued: 6/20/00

Effective Date:

ISSUED BY:

B. RULES AND REGULATIONS (Continued)

7. PAYMENT ARRANGEMENTS (Continued)

- .02 Billing will be payable upon receipt. Interest at the rate of 1.5% per month (unless prescribed by law, in which event at the highest rate allowed by law) will accrue upon any unpaid amount commencing 17 days after date of billing.
- Applicants, users, or customers whose financial condition is not acceptable to COMPANY or is not a matter of general knowledge, may be required at any time to make a deposit up to an amount equalling the installation charges, if applicable, and/or up to three months' actual or estimated charges for the service provided. In the case of a cash deposit, interest at the rate paid in that locality for escrow accounts will be paid for the period during which the deposit is held by COMPANY. At COMPANY's option, such deposit may be refunded or credited to the customer at any time prior to termination of service.
- .04 The charges set forth in this tariff for channel terminations contemplate installations made in normal locations and under normal working conditions. Any installation to be made under other circumstances are subject to additional charges.
- .05 If notice of a dispute as to charges is not received by COMPANY within 30 days after an invoice has been billed, such invoice may be deemed to be correct and binding upon the customer or end user.

Issued: 6/20/00

Effective Date:

ISSUED BY:

B. RULES AND REGULATIONS (Continued)

8. CHANGE IN SERVICE ARRANGEMENT

When a change in the service arrangement involves the continued use of facilities or services, installation charges do not apply to the facilities or services continued unless charges result to COMPANY. The minimum service period for the facilities or services continued in use is determined from the date of the initial acceptance.

9. RESTORATION OF SERVICE

The use or restoration of service in emergencies will be in accordance with Part 64, Sub-part D of the Federal Communications Commission's Rules and Regulations.

10. INSPECTION

COMPANY, or NNC authorized agents, may--upon reasonable notice--make tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in respect to the installation, operational, or maintenance specifications of the customer or COMPANY equipment. COMPANY may interrupt the service at any time, without penalty to COMPANY, due to departure from any of these requirements.

- 11. CANCELLATION FOR CAUSE BY COMPANY (see Section B.5 for Cancellation of Service by Customer)
 - .01 Upon nonpayment of any sum owed to COMPANY, or upon a violation of any of the provisions of this tariff, COMPANY may--without incurring and liability--immediately discontinue the furnishing of such service.

Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe
President

B. RULES AND REGULATIONS (Continued)

12. TESTING AND ADJUSTING

Upon reasonable notice, the facilities and/or services provided by COMPANY will be made available to COMPANY for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

13. ALLOWANCE FOR INTERRUPTIONS

The following section will apply for credit allowances for interruptions, except where otherwise noted in this tariff:

.01 CredNNC for interruptions of service will be allowed on a minute for minute basis or, at the user's option, a replacement call will be provided.

14. INTERCONNECTION WITH OTHER CARRIERS

- .01 Services provided by COMPANY may be connected with services or facilities of another participating carrier. Such interconnection may be made at a COMPANY Point of Presence (POP), at a POP of another participating carrier, or at the premises of a customer, joint user, or authorized user. Services provided by COMPANY are not part of a joint undertaking with such other carriers.
- .02 Any special interface equipment or facilities necessary to achieve compatibility between the facilities of COMPANY and other participating carriers will be provided at the customer's expense. Upon the customer's request and acting as his/her authorized agent, COMPANY will attempt to make the necessary arrangements for such interconnection.

Issued: 6/20/00

Effective Date:

ISSUED BY:

- B. RULES AND REGULATIONS (Continued)
 - 14. INTERCONNECTION WITH OTHER CARRIERS (Continued)
 - .03 Services provided by COMPANY may be connected to the facilities or services of other participating carriers under the terms and conditions of the other participating carriers' tariffs applicable to such connections.

Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe President

THIS PAGE RESERVED FOR FUTURE USE

Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe President

C. SERVICE DESCRIPTIONS OF LONG DISTANCE & OPERATOR SERVICES

- 1. GENERAL DESCRIPTION OF LONG DISTANCE & OPERATOR SERVICES
 - .01 Long distance and operator services are offered to subscribers on a full time/monthly basis. The service enables guests, patrons, employees, and other authorized users to place long distance calls from the customer's premises to locations within the state.
 - .02 All operator services communications from COMPANY subscribers are intercepted by a COMPANY operator or equipment which obtains the caller's billing preference prior to the completion of the call. All calls are billed as indicated in this tariff.

 All long distance services are processed by the underlying carrier.
 - .03 COMPANY offers NNC services subject to the availability of the necessary facilities and/or equipment. COMPANY reserves the right to refuse to provide service to or from any location.
 - .04 The following is a list of long distance and operator services provided by COMPANY and the references for the description and appropriate rates:

SERVICE	<u>SECTION</u>	
Rates	C.2	32
Special Promotional	C.3	34

.05 Cities of Origination: COMPANY's Long Distance and Operator Service is available in all cities within the State.

Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe President

- C. SERVICE DESCRIPTIONS OF LONG DISTANCE & OPERATOR SERVICE (Continued)
 - 1. GENERAL DESCRIPTION OF LONG DISTANCE & OPERATOR SERVICES (Continued)
 - .06 Mileage Between Rate Centers

For purposes of determining airline mileage, vertical and horizontal grid lines have been established across the United States and Canada. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. A vertical (V) and a horizontal (H) coordinate is computed for each local exchange company primary serving office and serving office from NNC latitude and longitude location by use of appropriate map-projection equations. A pair of V-H coordinates locates a primary serving office or serving office for determining airline mileage, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two primary serving offices or serving offices is the airline mileage computed as explained below.

To determine the rate distance between any two primary serving office or serving offices, proceed as follows:

- 1. Obtain the "V" and "H" coordinates for each local exchange company primary serving office or serving office.
- 2. Obtain the difference between the "V" coordinates of the two primary serving offices or serving offices. Obtain the difference between the "H" coordinates.

NOTE: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

Issued: 6/20/00

Effective Date:

ISSUED BY:

THIS PAGE RESERVED FOR FUTURE USE

Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe President

C. SERVICE DESCRIPTION OF LONG DISTANCE & OPERATOR SERVICES (Continued)

2. SERVICES

.01 General Description

COMPANY offers the use of intercity communications facilities shared among multiple users. Calls initiated at subscriber locations are automatically routed to COMPANY's underlying carrier for handling. Users may select from a variety of services and call types as described herein. A monthly listing of each call and NNC duration is available as a standard feature for calls billed to a telephone number. This option may not be available to calls charged to a major credit card.

Certain offerings may involve a monthly subscription fee, a minimum charge for intercity usage, or operator surcharges. Subscribers to COMPANY have the option of assessing a separate charge for operator assisted calls.

Under the following service options, the individual user's total monthly charges for use of the intercity communications facilities are based upon the total time the end user or customer (account) utilizes such facilities. In that regard, individual intercity facilities usage charges, as well as other specific charges, discounts and/or features are applicable to each individual service option.

Issued: 6/20/00

Effective Date:

ISSUED BY:

C. SERVICE DESCRIPTION OF LONG DISTANCE & OPERATOR SERVICES (Continued)

SERVICES (Continued)

02. MTS

MTS is a multi-point service oriented toward hotels/motels, hospitals, colleges/universities and payphones. This service enables quests, patrons, patients, employees, and other authorized users to place operator assisted long distance calls. The caller may select a call type in accordance with his/her preference. Call are initially intercepted by a COMPANY operator to obtain appropriate billing information, or the caller can enter the billing information directly. The call will then be connected.

03. NNC B & NNC R

NNC B & R are direct access services oriented towards business and residential customers. This service enables these customers to place long distance calls from their businesses or residents.

04. NNC 800

NNC 800 is an inbound service that utilizes local telephone lines. This service enables the customer to receive calls from others at no cost to the caller.

Issued: 6/20/00

Effective Date:

ISSUED BY:

C. SERVICE DESCRIPTION OF LONG DISTANCE & OPERATOR SERVICES (Continued)

2. SERVICES (Continued)

05. NNC Calling Card

NNC Calling Card utilizes an 800 number to access the service. After accessing the service the customer dials their authorization code or wait for a live operator to accept the authorization code and complete the customers call to their desire telephone number. This service is available from the 48 contiguous states.

.06 NNC Debit Card

NNC Debit Card utilizes an 800 number to access the service. There is NO operator available to assist in areas that have pulse tone, therefore this service is not available in those areas. The service is prepaid and each time the customer uses the service the usage is deducted from the prepaid amount. Each time the service is used the remaining balance is given to the customer.

Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe President 4536 Whitehaven Drive

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Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe President

D. RATES AND CHARGES

This section establishes the rates and charges applicable to COMPANY's service(s). The intercity mileage between the originating and terminating points of each call is used to determine the applicable per minute rate step to be applied to each call carried by COMPANY. Calls are measured and billed in 1-minute increments and six (6) second increments. Fractional minutes of use are rounded up to the next full minute or six (6) second increment.

1. MTS: The rates listed below are applicable to operator assisted long distance calls placed on an interLATA basis from COMPANY subscriber locations originating and terminating within the state.

INTERLATA RATES (PER MINUTE)

RATE	DAY	EVENING	NIGHT/WEEKEND
MILEAGE	FIRST/ADD'L	FIRST/ADD'L	FIRST/ADD'L
0-16	.1800/.1700	.1660/.1204	.1396/.0970
17-30	.1900/.1800	.1748/.1282	.1523/.1107
31-55	.2100/.1800	.1836/.1282	.1624/.1130
56-100	.2100/.2000	.1836/.1360	.1624/.1185
101-172	.2100/.2000	.2012/.1616	.1738/.1298
173-244	.2100/.2000	.2012/.1616	.1738/.1298
245-316	.2100/.2000	.2012/.1616	.1738/.1298

TIME-OF-DAY RATE PERIODS:

Day Rate Period: InterLATA calls placed between 8am to 5

pm, Monday-Friday.

Evening Rate Period: InterLATA calls placed between 5pm-11pm,

Sunday-Friday and carrier recognized

holidays.

Night/Weekend Rate Period: InterLATA calls placed between

11pm-8am, Monday-Friday; all day Saturday/Sunday-except 5pm-11pm

Sunday.

Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe President

D. RATES AND CHARGES

1. MTS (Continued)

The rates and charges listed below are applicable to operator assisted long distance calls placed on an IntraLATA basis from COMPANY subscriber locations originating and terminating within the state.

	INTRA	LATA		
RATE	FIRST	EACH ADD'L		
MILEAGE	MINUTE	MINUTE		
0-10	.2245	.1980		
11-22	.2377	.2245		
23-55	.2509	.2377		
56-124	.2773	.2641		
125-292	.3037	.2795		
293+	.3169	.3037		

Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe President

D. RATES AND CHARGES (Continued)

2. DIRECTORY ASSISTANCE

The COMPANY does not provide directory assistance.

3. OPERATOR SURCHARGES

Calls placed as described in Section C.2.A may be subject to operator surcharges. These charges apply on a per call basis and will be included with usage charges on a user's monthly invoice.

	<u>InterLATA</u>	IntraLATA O+	IntraLATA O-
Third Party Calls	\$ 1.88	\$ 2.64	\$ 3.97
Person-to-Person Calls	3.50	4.75	6.07
Calling Card Calls	1.88	2.64	3.97
Operator Collect Calls	1.75	2.64	3.97

Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe President

D. RATES AND CHARGES (Continued)

- 4. NNC BUSINESS
 - 01. NNC B1
 - \$.1900 flat rate day, evening, and night/weekend
 - 02. NNC B2
 - \$.1850 flat rate day, evening, and night/weekend
 - 03. NNC B3
 - \$.1800 flat rate day, evening, and night/weekend
 - 04. NNC B4
 - \$.1750 flat rate day, evening, and night/weekend

Installation Fee: None

Monthly Recurring Charge: None

Calls are rounded to the next higher 1/10 minute for billing purposes.

- 5. NNC RESIDENTIAL
 - 01. NNC R1
 - \$.1900 flat rate day, evening, and night/weekend
 - 02. NNC R2
 - \$.1850 flat rate day, evening, and night/weekend
 - 03. NNC R3
 - \$.1800 flat rate day, evening, and night/weekend

Issued: 6/20/00

Effective Date:

ISSUED BY:

D. RATES AND CHARGES (Continued)

- 04. NNC R4
 - \$.1750 flat rate day, evening, and night/weekend

Installation Fee: None
Monthly Recurring Charge: None
Calls are rounded to the next higher full minute for
billing purposes.

- 6. NNC 800
 - 01. NNC 800 A
 - \$.2000 flat rate day, evening, and night/weekend
 - 02. NNC 800 B
 - \$.1950 flat rate day, evening, and night/weekend
 - 03. NNC 800 C
 - \$.1900 flat rate day, evening, and night/weekend
 - 04. NNC 800 D
 - \$.1850 flat rate day, evening, and night/weekend

Installation Fee: \$ 10.00 - billed after the first months usage.

Monthly Recurring Charge: \$ 5.00

Calls are rounded to the next higher 1/10 minute for billing purposes.

Issued: 6/20/00

Effective Date:

ISSUED BY:

D. RATES AND CHARGES (Continued)

7. CALLING CARD

- 01. Calling Card 1
 - \$.4000 flat rate day, evening, and night/weekend
- 02. Calling Card 6
 - \$.3500 flat rate day, evening, and night/weekend
- 03. Calling Card 7
 - \$.3000 flat rate day, evening, and night/weekend
- 04. Calling Card 8
 - \$.2900 flat rate day, evening, and night/weekend
- 05. Calling Card 9
 - \$.2500 flat rate day, evening, and night/weekend

Issued: 6/20/00

Effective Date:

ISSUED BY:

D. RATES AND CHARGES (Continued)

8. DEBIT CARD

- 01. Debit Card 1
 - \$.6000 flat rate day, evening, and night/weekend
- 02. Debit Card 2
 - \$.5500 flat rate day, evening, and night/weekend
- 03. Debit Card 3
 - \$.5000 flat rate day, evening, and night/weekend
- 04. Debit Card 4
 - \$.4500 flat rate day, evening, and night/weekend
- 05. Debit Card 5
 - \$.4000 flat rate day, evening, and night/weekend
- 06. Debit Card 6
 - \$.3500 flat rate day, evening, and night/weekend

Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe
President

D. RATES AND CHARGES (Continued)

- 8. DEBIT CARD (Continued)
 - 07. Debit Card 7
 - \$.3000 flat rate day, evening, and night/weekend
 - 08. Debit Card 8
 - \$.2900 flat rate day, evening, and night/weekend
 - 09. Debit Card 9
 - \$.2500 flat rate day, evening, and night/weekend
 - 10. Debit Card 10
 - \$.2200 flat rate day, evening, and night/weekend

Installation Fee: None

Monthly Recurring Charge: None

Prepaid in \$ 2.00 increments up to \$ 500.00

Call are rounded to the next full minute and deducted from the purchased increment amount.

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Issued: 6/20/00

Effective Date:

ISSUED BY:

Ralph Monroe
President